

- Networking hardware and configuration support (Cisco networking equipment located in all eligible buildings)
- Technical Support for connectivity to the Internet
- Network connectivity between buildings
- Video electronics
- Perform appropriate 'hand-off' of out of scope work functions (i.e. PC workstation warranty work). IBM will perform the work pursuant to a separate PO; otherwise, 'hand-off' will be to EPISD staff or separate vendor.
- Report out of scope activities to project office for proactive interaction with EPISD resources to minimize future occurrences
- Assist in the resolution of in scope functions via telephone support or on-site network related support through problem resolution
- Dispatch dedicated field technical resources and track activities through network problem resolution
- Dispatch and manage extended field technical network resources and track activities through network problem resolution.

#### ***Completion Criteria***

This will be considered complete upon the Estimated End Date of this Statement of Work.

#### ***Deliverables/Documentation:***

- Problem Management Records
- Technical Support Office Call Report
- Project Status Report

### **2.3.3 Technical Support Function Implementation**

Year 4 Technical Support implemented technical support products for the EPISD environment. The implementation of this plan in Year 5 Technical Support will continue base technical support functions for EPISD. It should be stressed that technical product support is an ongoing activity. Operational improvement and increased return on investment can be achieved through continual customization of the various technical support functions provided by this plan.

#### **2.3.3.1 Technical Support Framework**

This task continues applying the network technical support function framework via the specified servers. There are servers that perform the following tasks:

- Hardware and operational Software inventory
- Technical support event management and correlation
- Network technical support

- Technical support problem and change management
- Technical support database

***Completion Criteria:***

This will be considered complete upon the Estimated End Date of this Statement of Work.

***Deliverables/Documentation:***

None

**2.3.3.2 Production Environment for Technical Support Services**

This task continues the use of the technical support services into the network environment to provide the capability to remotely maintain and support individual network components.

***Completion Criteria:***

This will be considered complete upon the Estimated End Date of this Statement of Work.

***Deliverables/Documentation:***

None

**2.3.3.3 Event Consolidation & Automation Function**

This task provides the base functions for technical support event management across the EPISD enterprise. It continues to use the infrastructure where events from multiple technical support functions and/or resources may be brought together and managed using a common set of function and methodologies. Technical Support Event management is an ongoing process performed by the TSO support team.

***Completion Criteria:***

This will be considered complete upon the Estimated End Date of this Statement of Work.

***Deliverables/Documentation:***

None

**2.3.3.4 Help Desk Problem and Change Maintenance Function**

This task will continue to use the integrated help desk products for problem and maintenance change management to provide for problem logging and management from the initial event through closure. In addition the integrated change management function will continue to allow changes to be requested and tracked to completion.

***Completion Criteria:***

This will be considered complete upon the Estimated End Date of this Statement of Work.

***Deliverables/Documentation:***

None

## **2.4 EPISD Responsibilities**

The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by EPISD.

### **2.4.1 EPISD Project Management**

Prior to the start of this Statement of Work under the *Agreement*, EPISD will designate a person, called the EPISD Project Manager, to whom all IBM communications will be addressed and who has the authority to act for EPISD in all aspects of the contract.

***The responsibilities of the EPISD Project Manager include:***

1. Serve as focal point for communication with IBM Maintenance Project Manager
2. Serve as the interface between the IBM Technical Support Office and all EPISD organizations covered/involved under this Statement of Work.
3. Assist the IBM Project Manager in administering the Project Change Control Procedures.
4. Participate in any problem resolution meetings that may occur.
5. Obtain and provide information, data, decisions and approvals, within three days of IBM's request unless EPISD and IBM agree to an extended response.
6. Help resolve issues and escalate issues within the EPISD organization, as necessary.

### **2.4.2 Additional Responsibilities**

EPISD agrees to assume responsibility for providing the following information and/or services as a part of this Statement of Work:

1. EPISD will provide contiguous office space, telephone and data lines, reproduction services and related supplies to IBM personnel while working on EPISD premises. Access to electronic mail, LANs and printers will be provided as appropriate. Off-site facilities can be negotiated; however, best results occur with staff on site.
2. EPISD will provide security clearance and building access for IBM project personnel. Most of the work involved in this project will be performed during normal working hours (8:00am to 5:00pm). However, on some occasions EPISD may need to provide access to facilities outside of these hours.
3. EPISD will provide IBM access and security to the EPISD systems as required.
4. EPISD will provide a detailed address listing for all EPISD installation locations included in the scope of this Statement of Work.
5. EPISD will provide physical hardware location information within any given EPISD supported location.

6. EPISD will supply a knowledgeable technical resource to assist with any customization procedures for servers, and other networking equipment thirty (30) days prior to any installation activities.
7. EPISD is responsible for the actual content of any data file, selection, and implementation of controls on its access and use, and security of the stored data.
8. EPISD will need to guide IBM in optimally configuring core products to meet specific needs. The full maintenance deployment will take approximately 12 months. IBM requires EPISD to provide direction on current processes, desired processes, advise on current standards and desired standards, advise on current technical standards and environment, and provide access to the current systems.
9. Permit posting of any notifications required by applicable law for Services provided at your locations.
10. The terms of this contract and USF funding extend through June 30, 2003. Technical Support functions do require post implementation support that is not included in this Statement of Work, to maintain the technical support environment. IBM can provide this support, at an additional charge. Minimally, two trained resources will be required to maintain the environment and provide backup support to each other.
11. EPISD will allow IBM and its entities to store and use your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business for EPISD. Such information will be processed and used to communicate with you in connection with our business relationship.

### **2.4.3 Federal, State, and Local Laws**

EPISD is responsible for the identification and interpretation of any applicable laws, regulations, and statutes that impact the activities, efforts and results of this project. It is the responsibility of EPISD to assure that any actions taken meet the requirements of those laws. IBM will comply with requirements of which it is aware and reasonable requests of EPISD relating to compliance with such requirements

## **2.5 Deliverables/Documentation**

IBM will provide one (1) hard copy of the following items to the EPISD Project Manager under this Statement of Work:

1. Monthly Status Report
2. Monthly Technical Support Office (TSO) Activity Report
3. Technical Support Office Operational Procedures Changes
4. Problem Management Records (PMR) to document service outages.
5. Technical Support Office (TSO) Call Report
6. Other reports mutually agreed to be IBM and EPISD using available data

## 2.6 Completion Criteria

IBM shall have fulfilled its obligations under this Statement of Work when any of following first occurs:

- IBM accomplishes the IBM tasks described under "IBM Responsibilities" including delivery to EPISD of the materials listed under "Deliverable/Documentation Materials"
- Notwithstanding any other provision, the District has the right to terminate this agreement for business reasons if termination notice is given to IBM prior to any work being performed or service provided.
- Either of us terminates according to the provisions of the *Agreement*.
- Contract End Date is reached

## 2.7 Estimated Schedule

The estimated schedule for this effort is 12 months from the date of project initiation.

Start Date: July 1, 2002

End Date: June 30, 2003

Work will begin July 1, 2002, given that EPISD receives adequate funding for the project. IBM requires a minimum of 30 days notice of project commencement for staffing purposes.

The schedule shall be consistent with the completion dates identified by the EPISD and agreed to by IBM. Reasonable effort shall be made by IBM and EPISD to keep the schedule dates intact.

IBM will not be responsible for delays or additional requirements imposed by any government agencies. The IBM will not be responsible for delays caused by delays in project funding, labor disputes, fire, unavoidable casualties, or unforeseen conditions.

## 2.8 Charges

IBM will submit invoices per the payment schedule as stated below.

Total Services Charge . . . . . \$16,123,359 including travel and living expenses.

IBM understands that the decision to implement this project is contingent upon award to the District of funding under the E-Rate program. IBM will not begin work on this project without written notification from EPISD that funding has been approved and that work should begin. If such notification has not been received by December 31, 2002, at IBM's option, IBM may terminate this Statement of Work or implement an extension of this Statement of Work, as well as changes in pricing or other terms and conditions as may be required, via the Project Change Control Procedure outlined in Appendix A.

**E-Rate Invoicing:** Prior to commencing work, IBM requires 1) a fully signed contract signature sheet; 2) a P.O. in the amount that the E-Rate program is not funding (e.g. non-discounted portion of the eligible costs plus the non-eligible costs), and; 3) a copy of the USAC's Funding Commitment Decision Letter.

As a service to the school, IBM will perform dual billing per E-Rate terms and conditions. First, IBM will invoice the school monthly, as work is completed, for the 'non-discounted' portion of the ELIGIBLE items and any non-eligible items. Secondly, under separate invoice, IBM will invoice the E-Rate FCC Snowe-Rockefeller administration (SLD) for the remaining discounted portion of the ELIGIBLE items. Payment is due as specified in the invoice.

Please note that although IBM will only bill the school for the 'non-discounted' portion and other charges not eligible under the E-Rate program, the school assumes responsibility for the entire contract services charge. Notwithstanding any other provision, the District has the right to terminate this agreement for business reasons if written termination notice is given to IBM prior to any work being performed or service provided.

Excluded from the Services Charge are items involving, but not limited to; repairs to the Location for correcting existing code deficiencies, painting, asbestos removal, plumbing, heating and ventilation, air conditioning work, etc.

IBM Service Provider Identification Number (SPIN): 143005607

## **APPENDIX A. PROJECT CHANGE CONTROL PROCEDURE**

The following provides a detailed process to follow if a change to this Statement of Work (SOW) is required.

When both of us agree to a change in this Statement of Work, we will prepare a written *description of the agreed change* (called a "Change Authorization"), which both of us must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms.

Depending on the extent and complexity of the requested changes, we may charge for our effort required to analyze it. When charges are necessary in order for us to analyze a change, we will give you a written estimate and begin the analysis on your written authorization. The terms mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

## APPENDIX B. SIGNATURE PAGE

IBM (we) will provide, and El Paso ISD (you) agree to accept, IBM Services (Services) for "USF Technical Support" under the terms and conditions of the IBM Customer Agreement and this Statement of Work. For Scope of Services, Completion Criteria, Charges and other applicable terms refer to the IBM Proposal for the provisions of El Paso ISD "USF Technical Support", dated January 17, 2002.

IBM is aware of the District's reliance on an outside source of funding (Universal Service Fund) to execute on the implementation tasks described in this SOW. Should El Paso ISD not receive the requested funding for E-rate 5 or should El Paso ISD receive only partial funding, IBM will work with El Paso ISD to incorporate those portions of E-rate 5 funding that can be accomplished based upon available funding. It is specifically understood by IBM and El Paso ISD that no E-rate 5 activity will occur prior to IBM's receipt from El Paso ISD of written authorization to proceed. It is understood by El Paso ISD and IBM that this SOW and its associated pricing is based upon IBM receiving written approval from El Paso ISD to proceed with E-rate 5 no later than December 30, 2002. In the event this approval is not received by this date, IBM reserves the right to restructure the SOW to incorporate on those tasks that can be successfully completed by IBM prior to June 30, 2003. This proposal will remain valid through December 31, 2002.

Total Charges: \$16,123,359, which includes travel and living expenses.

Both of us agree that the complete agreement between us regarding these Services will consist of 1) this Statement of Work and 2) the IBM Customer Agreement (or any equivalent agreement signed by both of us).

Agreed to:

El Paso ISD

By   
(Authorized Signature)

Name JACK S. JOHNSTON

Date: 1-16-02

Customer Number: 2716257

Customer Address:

El Paso ISD

6531 Boeing Dr.

El Paso, TX 79925

Project name or identifier

Start Date: July 1, 2002

Agreed to

International Business Machines Corporation

By   
(Authorized Signature)

Name MICHAEL P...

Date: 1-16-02

IBM Customer Agreement No.: NB8C298

IBM Office Address:

4487 North Mesa

El Paso, TX 79902

El Paso ISD---USF Technical Support

End Date: June 30, 2003



# EL PASO INDEPENDENT SCHOOL DISTRICT

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## IBM Statement of Work for Network File and Web Servers

*Prepared for*



EL PASO ISD

January 17, 2002



International Business Machines Corporation or  
IBM Global Services  
EL Paso, Texas

The information in this proposal shall not be disclosed outside the DISTRICT LONG NAME organization and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to IBM as a result of or in connection with the submission of this proposal, DISTRICT LONG NAME shall have the right to duplicate, use, or disclose the information to the extent provided by the contract. This restriction does not limit the right of DISTRICT LONG NAME to use information contained in the proposal if it is obtained from another source without restriction.

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# STATEMENT OF WORK

## Introduction

This section describes the Services that IBM will provide under the terms of the IBM Customer Agreement (ICA) and this Statement of Work (SOW). Specifically, IBM will provide El Paso Independent School District (EL PASO ISD) with a set of customized services. The details of the Services to be provided are described in this section. These Services will be provided at all eligible EL PASO ISD locations in El Paso, Texas.

### **This Statement of Work is comprised of the following sections:**

1. Assumptions
2. IBM Responsibilities
3. El Paso ISD Responsibilities
4. Deliverable/Documentation Materials
5. Estimated Project Schedule
6. Completion Criteria
7. Charges
8. Project Warranty

### ***The following are incorporated in and made part of this Statement of Work:***

- Appendix A, Deliverable/Documentation Guidelines
- Appendix B, Project Change Control Procedure
- Appendix C, Equipment and Operational Software
- Appendix D, Signature Page

Changes to this Statement of Work will be processed in accordance with the procedure described in Appendix B, "Project Change Control Procedure." The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges or other terms of this Statement of Work.

This Statement of Work will expire December 31, 2002 unless this date is extended by IBM in writing.

## 1.0 ASSUMPTIONS

This Statement of Work and IBM's estimates to perform the Statement of Work are based on the following assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Appendix B, "Project Change Control Procedure."

1. IBM is not responsible for developing a new logical network design. The intent of this SOW is to upgrade the software using the District's current design and configuration details.
2. Installations will be performed at Eligible Campus library locations. All functioning structured cabling, including patch cables, for both the wide area network and the local area networks is not in the scope of this SOW. All wide area network services (Telephone or Fiber) is not in the scope of this SOW.
3. The El Paso ISD environment to be upgraded consists of all eligible sites.
4. No sites affected by IBM's performance under this SOW have been declared as "Historical Buildings."
5. El Paso ISD personnel who will be assigned to this project will have the technical skills necessary to participate in the project.
6. El Paso ISD IS and user personnel will be available as described in 3.0, "El Paso ISD Responsibilities."
7. El Paso ISD can provide a current and accurate listing of each site, to include network software installed, and number of MC and IC wiring closets.
8. Work under this Statement of Work will be performed at sites within the El Paso ISD and will not require travel to sites outside district boundaries.
9. Only those components specified in this SOW are to be supplied and installed by IBM. Additional components can be specified via the Project Change Control Procedure detailed in Appendix B.
10. Work under this contract will be performed during school hours (7:00 a.m. and 4:00 p.m.) unless otherwise mutually agreed upon by IBM and El Paso ISD.
11. Work to be performed at specific sites will be mutually agreed to and scheduled with IBM and El Paso ISD at least ten (10) business days prior to the commencement of the work.
12. IBM and our subcontractor will have unlimited, unrestricted access to all buildings. Any security requirements inclusive of guards, security codes/access codes, lighting and internal access and/or central monitoring are the responsibility of El Paso ISD.
13. IBM will be provided with access badges, keys and combinations or escorts to perform the work described in this SOW. Any delay encountered due to unavailability of buildings may result in additional charges being incurred by El Paso ISD. If this situation arises, it will be addressed via the Project Change Control Procedure detailed in Appendix B.
14. It is understood by El Paso ISD and IBM that this SOW is based upon the estimated start date provided below. In the event this date is not achieved, IBM reserves the right to extend the projected project completion date on a working day for working day basis, and as mutually agreed upon by IBM and El Paso ISD via the Project Change Control Procedure detailed in Appendix B.

15. It is understood by El Paso ISD and IBM that this SOW and the pricing associated with this SOW are based upon the award of the total proposed SOW described in this document. The work described in this SOW will be performed during one continuous phase.
16. El Paso ISD will provide access to the El Paso ISD network for maintenance support.

## **Exclusions from this Statement of Work**

1. IBM is not responsible under this SOW for the identification or correction of any existing safety and/or code violations, whether federal, state or local, including but not limited to fire and electrical codes. If IBM should discover any safety and/or code violations during the course of this project, IBM will notify El Paso ISD of the problem. IBM will not be required to proceed with its work under this SOW until El Paso ISD remedies such violation, nor will IBM be responsible for delays to the work caused by such violation.
2. On-going network operations and Coordination are not included in this Statement of Work. IBM would be pleased to respond to El Paso ISD for the addition of these services.
3. Relocation and testing of existing computers, telecommunications, or CCTV equipment(s) or systems are not required.
4. Removal of existing telecommunications or CCTV cabling is not required.
5. Installation of any hardware, software, and network electronics not specified in this SOW (e.g., workstations, servers, printers, routers, DSUs/CSUs, repeaters, modulators) is the responsibility of El Paso ISD. Pursuant to a separate purchase order, IBM can perform work on these excluded items.

## 2.0 IBM RESPONSIBILITIES

### 2.1 Project Management

**Task Description:** The objective of this task is to provide technical direction, maintain project control and to establish a framework for project communications, reporting, procedural, and contractual activity for the IBM tasks described. This task consists of the following activities:

- Establish procedures and coordinate IBM efforts with the El Paso ISD Project Manager.
- Develop and maintain work plans for the performance of IBM responsibilities.
- Administer the Change Control Procedures.
- Maintain communications and review progress with the El Paso ISD Project Manager and team members during status meetings.
- Prepare and submit written Weekly Status Reports of IBM activities to the El Paso ISD Project Manager.

**Completion Criteria:** This task will be considered complete when the other tasks identified under IBM Responsibilities have been completed and the Final Status Report has been delivered to the El Paso ISD Project Manager.

**Deliverables/Documentation:** Weekly Status Reports.

### 2.2 Perform Site Survey

**Description:** The objective of this task is to visit the El Paso ISD locations and perform the site survey using materials and processes jointly developed by El Paso ISD and IBM:

The subtasks are:

1. Verify and/or correct site general information
2. Identify and document site's special considerations:
  - Site's labor requirements and works restrictions (e.g. union vs. Non-union environments, works hours, access restrictions, special condition or limitations) that may affect the site's rollout.
  - Safety regulations - as may apply from municipalities
  - Site security requirements
  - Unusual site conditions (e.g., site to be closed in one week)
3. Identify Equipment Room locations and requirements as it pertains to the existing and equipment to be installed.
  - Isolated electrical power circuit availability
  - Heating and air-conditioning
  - True earth ground availability
  - Access security

- Fiber/Telephone circuit connection – DS3, T1, ISDN

**Completion:** This task will be complete when all site visits are completed and all site survey documentation is provided to El Paso ISD, (one softcopy and one hardcopy of the documentation).

**Deliverable/Documentation:** Site Survey Documentation

## 2.3 Installation of Web Software

**Description:** The objective of this task is to configure and install fifty-two (52) Servers with Web Access Software. The Subtasks are:

1. Provide and install Web Access Software as listed in Appendix C.
2. Provide and install Novell SLA software.
3. Implement network communications software.
4. Perform verification of network connection.
5. Test ability of Web Access Software to connect to the server for mail access and Web access.
6. Verify Web Access Software access to the Internet.
7. Send a test E-mail message to an Internet address.
8. Receive a test message from an Internet address.
9. Download a test file using FTP.
10. Access one web site in each of these domains: edu, gov, org, com, net.

**Completion:** This task will be complete when the installation of software is completed and a Site Installation Document is provided to El Paso ISD, (one softcopy and one hardcopy of the documentation).

**Deliverable/Documentation:** Site Network Installation Document

## 2.4 Installation of Network File Servers

**Description:** The objective of this task is to configure and install one (1) SUN Enterprise Server <sup>™</sup> and one (1) DELL PowerEdge Server <sup>™</sup>. The Subtasks are:

1. Provide Hardware and Operational Software as listed in Appendix C
2. Deliver each Server to its designated location.
3. Install SUN and DELL server hardware.
4. Perform power on system test.
5. Implement RAID 5 on the Servers
6. Attach server to the existing Ethernet network and configure network.

7. Install UNIX O/S.

**Completion:** This task will be complete when both servers have been installed and configured to the network.

**Deliverable/Documentation:** None



## **3.0 EL PASO ISD RESPONSIBILITIES**

The responsibilities listed in this section are in addition to those responsibilities specified in the IBM Customer Agreement and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by El Paso ISD.

### **3.1 General Responsibilities**

- Provide full access to all El Paso ISD school locations as required under this SOW.
- Communicate with appropriate El Paso ISD personnel at your location of the work to take place and obtain their approval if necessary.
- Provide floor diagrams of affected locations in 8 1/2 x 11 hardcopy format.
- Provide all the necessary closet and/or equipment areas for location of network electronics, racks and cabinets as described within this SOW.
- Provide all necessary power and environmental support to accommodate all IBM and El Paso ISD provided equipment.
- Inform IBM of any change in network requirements in accordance with the IBM Project Change Control Procedure, Appendix B.
- Provide required conduit and trenching within the project schedule timeframe should El Paso ISD require IBM to utilize buried or underground conduit that does not currently exist.

### **3.2 Project Management**

Prior to the start of this Statement of Work under the Agreement, El Paso ISD will designate a person, with the sufficient time allocated, called the El Paso ISD Project Manager, to whom IBM communications will be addressed and who has the authority to act for El Paso ISD in all aspects of the contract.

The El Paso ISD Project Manager's responsibilities include:

- Provide liaison between all project participants.
- Manage the Project Change Control Procedure for El Paso ISD.
- Attend project status meetings.
- Obtain and provide information, data, decisions and approvals, within three working days of IBM's request unless El Paso ISD and IBM agree to an extended response time.
- Help resolve project issues and escalate issues within the El Paso ISD organization, as necessary.
- Permit posting of any notifications required by applicable law for Services provided at your locations.

### **3.3 Space, Facilities and Utilities**

Provide installation facilities for IBM provided equipment. El Paso ISD is responsible for space allocation, HVAC and electrical considerations. El Paso ISD is responsible for providing power, light and water necessary in performance of this project.

### **3.4 Security and Laws**

El Paso ISD will identify and make the interpretation of any applicable federal, state, and local laws, regulations and statutes to see that the services provided by IBM comply.

### **3.5 Data Privacy**

El Paso ISD agrees to allow IBM and entities within its Enterprise to store and use El Paso ISD contact information, including names, phone numbers, and e-mail addresses, anywhere IBM does business. IBM will process such information only in connection with our business relationship, and IBM reserves the right to provide such information to entities within its Enterprise, and its contractors, Business Partners and assignees performing services under this SOW, for uses consistent with their collective business activities, including communicating with El Paso ISD (for example, for processing orders, for promotions, and for market research).

### **3.6 Required Consent and Indemnity**

El Paso ISD will promptly obtain and provide to IBM Global Services all Required Consents necessary for IBM Global Services to provide the Services described in this Statement of Work. A Required Consent means any consents or approvals required to give IBM Global Services and IBM Global Service's subcontractors the right or license to access, use and/or modify (including creating derivative works) to the hardware, software, firmware and other products that EPISD. uses, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

El Paso ISD will indemnify, defend and hold IBM, IBM affiliates, and subcontractors, harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorneys' fees and costs) arising from or in connection with any claims (including patent and copyright infringement) made against IBM, alleged to have occurred as a result of El Paso ISD's failure to provide any Required Consents.

IBM will be relieved of the performance of any obligations that may be affected by El Paso ISD's failure to promptly obtain and provide any Required Consents to IBM.

## 4.0 DELIVERABLES/DOCUMENTATION

The following items will be delivered to El Paso ISD under this Statement of Work. See Appendix A, "Deliverable/Documentation Guidelines" for a description of each deliverable/Documentation.

- Weekly Status Report
- Site Survey Documentation
- Site Network Installation Documentation

## **5.0 SCHEDULE**

### **5.1 Project Dates**

- Start Date - July 1, 2002
- End Date - June 30, 2003

### **5.2 Project Delays**

IBM will not be responsible for delays or additional requirements imposed by any government agencies or unforeseen conditions such as delays in the progress of the project by your acts or neglect or the acts or neglect of your employees or separate contractors employed by you, by changes ordered in the project not caused by the fault of IBM, by labor disputes, fire, unusual delays in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes beyond IBM's control or by another cause which you and IBM agree is justifiable, the contract time shall be reasonably extended and the charges adjusted, if necessary, by Change Authorization.

## 6.0 COMPLETION CRITERIA

IBM shall have fulfilled its obligations under this Statement of Work when any one of the following occurs:

- IBM accomplishes the tasks described in section 2.0, "IBM Responsibilities."
- EI Paso ISD terminates the Project in accordance with the provisions of the IBM Customer Agreement.
- The End Date for the contract is reached.

## 7.0 CHARGES

Total Charges **\$3,386,700**

IBM will submit invoices per the payment schedule as stated below.

IBM understands that the decision to implement this project is contingent upon award to the District of funding under the E-Rate program. IBM will not begin work on this project without written notification from EPISD that funding has been approved and that work should begin. If such notification has not been received by December 31, 2002, at IBM's option, IBM may terminate this Statement of Work or implement an extension of this Statement of Work, as well as changes in pricing or other terms and conditions as may be required, via the Project Change Control Procedure outlined in Appendix B.

**E-Rate Invoicing:** Prior to commencing work, IBM requires 1) a fully signed contract signature sheet; 2) a P.O. in the amount that the E-Rate program is not funding (e.g. non-discounted portion of the eligible costs plus the non-eligible costs), and; 3) a copy of the USAC's Funding Commitment Decision Letter.

As a service to the school, IBM will perform dual billing per E-Rate terms and conditions. First, IBM will invoice the school monthly, as work is completed, for the 'non-discounted' portion of the ELIGIBLE items. Secondly, under separate invoice, IBM will invoice the E-Rate FCC Snowe-Rockefeller administration for the remaining discounted portion of the ELIGIBLE items. Payment is due as specified in the invoice.

Please note that although IBM will bill the school for the 'non-discounted' portion and other charges not eligible under the E-Rate program, the school assumes responsibility for the entire contract services charge. Notwithstanding any other provision, the District has the right to terminate this agreement for business reasons if written termination notice is given to IBM prior to any work being performed or service provided.

Excluded from the Services Charge are items involving, but not limited to; repairs to the Location for correcting existing code deficiencies, painting, asbestos removal, plumbing, heating and ventilation, air conditioning work, etc.

IBM Service Provider Identification Number (SPIN): 143005607

IBM reserves a purchase money security interest in the Machines until IBM receives payment of the amounts due. You authorize IBM to prepare and file a financing statement to perfect its purchase money security interest in all Machines you order and IBM delivers under this Statement of Work.

## 7.1 Payments Schedule

IBM will invoice El Paso ISD and the SLD monthly for the services provided and materials delivered to the IBM staging site during that month. Invoices are payable within 30 days of receipt by the El Paso ISD Accounts Payable Department.

## **8.0 PROJECT WARRANTY**

IBM warrants to the Owner that materials and equipment furnished under this Agreement will be new and that Work will be of good quality, free from improper workmanship and defective materials in conformance to applicable drawings and specifications.

IBM does not guarantee or warrant, either express or implied, the materials used in workmanship of supplies, materials, equipment or machinery manufactured by third parties and furnished and installed under this Agreement. IBM shall endeavor to obtain from all vendors and suppliers and assign to Owner the customary warranties and guaranties of such vendors and suppliers with respect thereto. IBM shall render reasonable assistance to Owner when requested in order to enable the Owner to enforce such warranties and guaranties by third party manufacturers and suppliers.

There are no other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

## APPENDIX A DELIVERABLE / DOCUMENTATION GUIDELINES

### A1. Weekly Status Reports

**Purpose:** IBM will provide Status Reports weekly during the project to describe the activities which took place during that period. Significant accomplishments, milestones and problems will be described.

**Delivery:** One (1) hard copy will be delivered to the El Paso ISD Project Manager within five (5) working days following the reporting period.

**Content:** The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control summary
- Problems, concerns, and recommendations
- Billing summary

### A.2 Site Survey Document - Documentation

**Purpose:** IBM will provide for all affected sites a Site Survey Document summarizing the details and infrastructure at each affected site.

**Delivery:** One (1) hard copy and one (1) softcopy of the Network Installation Document for all remote sites will be delivered to the El Paso ISD Project Manager.

**Content**

*The report will consist of the following, as appropriate:*

- Site general information
- Site special considerations
- Equipment room locations and requirements

### A.3 Site Network Installation Document

**Purpose:** IBM will provide for all sites a Network Installation Document summarizing the installation of the software at each remote site.

**Delivery:** One (1) hard copy and one (1) softcopy of the Network Installation Document for all remote sites will be delivered to the El Paso ISD Project Manager.

**Content:** This document will consist of step by step installation guide for software installed per Appendix C.



## **APPENDIX B**

### **B.1 Project Change Control Procedure**

When both of us agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule or other terms. Depending on the extent and complexity of the requested changes, IBM may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, IBM will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.